



at&t

WHOLESALE AGREEMENT

Customer Name: Neutral Tandem

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CLEC Agreement with:
Neutral Tandem

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Neutral Tandem – Florida, LLC, Neutral Tandem – Georgia, LLC, and Neutral Tandem – Kentucky, LLC collectively ("Neutral Tandem"), all of which are Delaware corporations on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the Comcast Phone, LLC and Comcast Phone II, Inc. for the States of Florida, Georgia, and Kentucky ("the MFN Agreement");

WHEREAS, Neutral Tandem has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and Comcast Phone, LLC and Comcast Phone II, Inc. dated September 25, 2005 for the state(s) of Florida, Georgia, and Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Neutral Tandem and AT&T hereby agree as follows:

1. Neutral Tandem and AT&T shall adopt in its entirety the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement dated September 25, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	7
Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement	426
Amendment Effective 3/31/2006	20
Amendment Effective 2/28/2007	2
TOTAL	455

2. In the event that Neutral Tandem consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Neutral Tandem under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Neutral Tandem shall accept and incorporate any amendments to the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

AT&T Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Neutral Tandem – Florida, LLC
Neutral Tandem – Georgia, LLC
Neutral Tandem – Kentucky, LLC

Ron Gavillet
1 South Wacker, Suite 200
Chicago, IL 60606
312.384.8040 voice
312.346.3276 fax
rgavillet@neutraltandem.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement,

notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

INTERCONNECTION ADOPTION AGREEMENT/AT&T-9STATE
SIGNATURE PAGE
AT&T-9STATE/Neutral Tandem
VERSION - 11/26/07

Neutral Tandem - Florida, LLC
Neutral Tandem - Georgia, LLC
Neutral Tandem - Kentucky, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: David Tatak
Name: DAVID TATAK
Title: VP BILLING & REVENUE
Date: 1/10/08

By: Kristen E. Shore
Name: Kristen E. Shore
Title: Director
Date: 1/15/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA			MISSISSIPPI		
FLORIDA	<u>937C</u>	<u>OWS</u>	NORTH CAROLINA		
GEORGIA	<u>067D</u>	<u>OWS</u>	SOUTH CAROLINA		
KENTUCKY	<u>896E</u>	<u>OWS</u>	TENNESSEE		
LOUISIANA					

EXHIBIT 1